

SERIAL 03111 C TOILET TISSUES, PAPER TOWELS, DISPENSERS AND HOLDERS

DATE OF LAST REVISION: September 21, 2006 CONTRACT END DATE: January 31, 2007

CONTRACT PERIOD THROUGH JANUARY 31, 2007

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **TOILET TISSUES, PAPER TOWELS, DISPENSERS AND HOLDERS**
(NIGP CODES 64075, 48586)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 07, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/mm
Attach

Copy to: Clerk of the Board
Amie Bristol, Sheriff's
Mirheta Muslic, Materials Management

(Please remove Serial 98097 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR:

**TOILET TISSUES, PAPER TOWELS,
DISPENSERS AND HOLDERS
(NIGP CODES 64075, 48586)**

1.0 **INTENT:**

The intent of this Invitation for Solicitation is to establish a three-year requirement contract to supply Maricopa County Facilities & Equipment Management Department with large paper roll restroom supplies and dispensers for detention facilities. Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 **Paper towel rolls** - shall be generic size and not proprietary:

Minimum specifications:

Not less than eight inches (8") wide

Not greater than 8" in diameter

Not less than 600' in length

one (1) ply.

white and natural

Must be domestically made

100% recycled and 40% post consumer waste (EPA guidelines)

Manufacturer EPA certification letter regarding recycled and PCW must accompany the bid

2.2 **Toilet paper rolls** - shall be generic size and not proprietary:

Minimum specifications:

Not less than three and three-quarter inches (3¾") wide

Not less than 1,000 feet in length

Not greater than 9" in diameter

two (2) ply only

Piles must be crimped or have some other means of ply attachment

Must be domestically made

100% recycled and 40% post consumer waste (EPA guidelines)

Manufacturer EPA certification letter regarding recycled and PCW must accompany the bid

2.3 **Paper towel dispensers** - shall be generic and not proprietary:

Surface mount; high impact plastic construction with key and lock; hinged see through cover (may be translucent, smoke colored); lever action; safety-type tear off blade; must accept paper as specified in "2.1" above.

2.4 **Toilet paper dispensers** - shall be generic type and not proprietary:

Single roll type; surface mount; high impact plastic construction with key and lock; hinged see through cover (may be translucent, smoke colored); safety-type tear off blade; must accept paper as specified in "2.2" above.

2.5 **SofPull Towels, perforated for one-at-a-time dispensing, 320 sheets per roll, 6 rolls per case \$33.95/case.**

2.6 The vendor receiving the award of the paper products in 2.1 and 2.2 may be responsible for installation of paper towel and toilet paper dispensers. The vendor may be required to remove the older dispensers at some sites. Patching of drill holes from old units shall not be a requirement of the vendor. Simply remove machine and set aside. The labor rate for installation to include labor, tools, equipment and travel time. Any areas disturbed due to installation shall be restored by vendor. All debris shall be removed from premises. The County reserves the right to complete labor with its own personnel if staffing levels are sufficient.

- 2.7 The County desires to own the dispensers, outright, without proprietary restrictions. The dispensers must accept generic paper sizes as specified.

2.8 **WARRANTY:**

Dispensers shall be warranted for a period of one (1) year from the date of purchase. Units that become inoperable or non-functional during the warranty period shall be returned to the vendor for full credit and replaced with a new unit UNLESS it can be repaired with replacement parts. There shall be no additional charges imposed against the County for replacing or repairing warranted dispensers. Damage caused by vandalism shall not be warranted. Vendor shall guarantee replacement (availability & installation) of all vandalized units within 8 days of written notice from FMD.

- 2.9 Dispensers shall be installed in the following locations, but not limited to:

Towers Jail	3127 W. Durango, Phoenix, AZ
Durango Jail	3225 W. Durango, Phoenix, AZ
Estrella Jail	2939 W. Durango, Phoenix, AZ
Madison St. Jail	225 W. Madison, Phoenix, AZ
Main Jail	120 W. Madison, Phoenix, AZ
4 th Avenue Jail	301 W Madison, Phoenix, AZ
Lower Buckeye Jail	3300 W Lower Buckeye, Phoenix, AZ

2.10 **BACKGROUND CHECK:**

Contractor's employees assigned to install the dispensers are REQUIRED to have a Maricopa County Sheriff's Office background check. This cost to be incurred by the County.

2.11 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.12 **ACCEPTANCE:**

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.13 **FACILITIES:**

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.14 **TAX:**

NO TAX SHALL BE LEVIED AGAINST LABOR. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.15 **DELIVERY:**

Delivery is required F.O.B. **DESTINATION**, freight pre-paid within seven (7) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.16 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

2.17 SHIPPING:

Bid prices shall be made F.O.B. **DESTINATION** freight pre-paid to the Using Agency within Maricopa County. The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

2.18 SHIPPING DOCUMENTS:

Packing slips must be sent to:
Facilities Management
401 W. Jefferson St.
Phoenix, AZ 85003

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) Contract serial number and title;
- (5) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.19 INVOICE DOCUMENTS:

All item(s) purchased by the County, whether picked up or delivered, shall be accompanied by a proper invoice billed to:

Facilities Management
401 W. Jefferson St.
Phoenix, AZ 85003

All invoices shall indicate the following:

- (1) Contract number and title;
- (2) County purchase order number;
- (3) Quantity;

- (4) Description of material, including item number, and any backorders;
- (5) Pricing per unit.

2.20 STOCK:

The Contractor shall be expected to stock sufficient quantities as may be necessary to meet the County's needs.

2.21 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.22 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have seven (7) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.23 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.24 SAMPLES:

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids. **SAMPLES WILL NOT BE RETURNED.**

2.25 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.25.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.25.2 Documentation that names the replacement product or model.
- 2.25.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.25.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.25.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.26 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.27 ADDITIONAL PRICING:

Contractors are **strongly encouraged** to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested.

2.28 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.28.1 One (1) original of all submissions is MANDATORY
- 2.28.2 Pricing pages, MANDATORY (Attachment A)
- 2.28.3 Vendor Information, MANDATORY (Attachment C)
- 2.28.4 Agreement page, MANDATORY (Attachment B)

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

ANY REQUEST FOR REASONABLE PRICE ADJUSTMENTS MUST BE SUBMITTED THIRTY (30) DAYS PRIOR TO THE CONTRACT EXPIRATION DATE. Justification for the requested adjustment in cost of labor and/or materials **must** be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.7.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.7.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.7.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.7.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.7.3 Certificates of Insurance.

3.7.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.7.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.7.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.8 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.10 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT CONSULTANT, 602-506-3504
(astupka@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Valerie Chavez, Facilities Management, Contract Administrator, 602-506-8975.

Inquiries may be submitted by telephone but must be followed up in writing. **NO ORAL COMMUNICATION IS BINDING ON MARICOPA COUNTY.**

3.11 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.12 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders are to provide one (1) original "hard copy". Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

WAXIE SANITARY SUPPLY, 2810 S. ROOSEVELT STREET, TEMPE, AZ 85282-2021**C854007 / B0603376****NIGP CODES 64075, 48546**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: X YES NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? X YES NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? YES X NOINTERNET ORDERING CAPABILITY: X YES NO % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: X YES NO**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

COMMODITY CODE	ITEM DESCRIPTION	LENGTH OF PRODUCT IN FEET	UNIT PRICE	ESTIMATED ANNUAL USAGE
0605912	Paper towel rolls, white, as specified: 12 rolls	12 ROLLS / 625 FEET	(Eff. 1/31/06 01/24/05) \$29.12 27.74 23.42	960,000 linear feet
0605913	Paper towel rolls, natural, as specified: 12 rolls	6 ROLLS / 800 FEET	\$13.54 12.90 10.75	4.8 million linear feet
0605914	Toilet paper rolls, as specified: 2 ply 1000/12 cs	12 ROLLS / 1000 FEET	\$21.95 19.95 17.74	7.2 million linear feet
0605915	Paper towel dispensers, as specified: Lever type smoked plastic		N / C	50 dispensers
0605916	Toilet paper dispensers, as specified: 9" Jumbo single roll dispenser		N / C	50 dispensers

WAXIE SANITARY SUPPLY, 2810 S. ROOSEVELT STREET, TEMPE, AZ 85282-2021

OPTIONAL:

0605916

Toilet paper dispenser (Twin)
American Tissue (Mfg.) or equal

N / C

(eff. 1/31/06)

SofPull Towels, perforated for one-at-a-time dispensing, 320 sheets per roll, 6 rolls per case

\$35.60 ~~33.95~~/case

Labor to install/remove dispensers N / C Each Install N / C Each Removal

Labor to install/remove dispensers (concrete): N / C Each Install N / C Each Removal

N / C /minimum charge

Terms: NET 30

Vendor Number: **W000000862 X**

Telephone Number: **800-292-9437**

Fax Number: 480-968-1539

Contact Person: **Dan Barrett**

E-mail Address: dbarrett@waxie.com

Company Web Site: www.waxie.com

Insurance Certificate Yes

Contract Period: To cover the period ending **January 31, 2007.**